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TESTA, HURWITZ & THIBEAULT, LLP
HIGH STREET TOWER
125 HIGH STREET
BOSTON, MA 02110

EXAMINER
LE, DAVID Q

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/916,528	SALAS ET AL.
	Examiner	Art Unit
	David Q Le	3621

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>*03 June 2003*</u> .

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-50* is/are pending in the application.

　　4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-50* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

　　Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

　　If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

　　a)☐ All b)☐ Some * c)☐ None of:

　　　1.☐ Certified copies of the priority documents have been received.

　　　2.☐ Certified copies of the priority documents have been received in Application No. _____ .

　　　3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

　　* See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

　　a) ☐ The translation of the foreign language provisional application has been received.

15)☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .
4)☐ Interview Summary (PTO-413) Paper No(s). _____ .
5)☐ Notice of Informal Patent Application (PTO-152)
6)☐ Other: .

DETAILED ACTION

Status of Claims

1.   **Claims 1-5, 8, 12, 15-16, 20, 22, 24, 27, 32, 41-42, 46** were amended as per the Amendment filed June 3rd 2003.

        Claims 1-50 remain pending.

Double Patenting

2.   **Claims 1, 15, 21, and 22** stand rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1, 13, 18, 19 of ***Salas et al.***, prior U.S. Patent No. 6,314,408 B1. Although the conflicting claims are not identical, they are not patentably distinct from each other because claims 1, 15, 21, 22 are generic to claims 1, 13, 18, 19 in *Salas*.

        Claims 2-4, 5, 6-7, 9-14, 16, 17, 18-20, 23 stand rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 2-4, 1, 5-6, 7-12, 14, 13, 15-17, 20 of *Salas*, respectively. Although the conflicting claims are not identical, they are not patentably distinct from each other because claims 2-4, 5, 6-7, 9-14,16, 17, 18-20, 23 are generic to claims 2-4, 1, 5-6, 7-12, 14, 13, 15-17, 20 of *Salas*, respectively.

        The above double patenting rejections will remain until a terminal disclaimer is filed in compliance with 37 CFR 1.321(c). Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

3.   **Claim 8** was rejected under 35 U.S.C. 101 as claiming the same invention as that of claim 1 of *Salas*, prior U.S. Patent No. 6,314,408 B1.

As amended by the Amendment filed June 3rd 2003, claim 8 now defines subject matter that differs in scope from that of claim 1 of Salas and therefore the double patenting rejection of this claim under 35 U.S.C. 101 is withdrawn.

Response to Arguments

4.   ·Applicant's arguments with respect to claims 1, 8, 15, 22, 2430, 31, 33, 41, and 44 have been considered but are moot in view of the new ground(s) of rejection.

Double Patenting

5.   The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

6.   **Claims 1, 15, 21, 22** are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over <u>claims 1, 13, 18, 19</u> of *Salas et al.*, prior U.S. Patent No. 6,314,408 B1. Although the conflicting claims are not identical, they are not patentably distinct from each other because claims 1, 15, 21, 22 are generic to claims 1, 13, 18, 19 in *Salas*.

7.   . **Claims 2-4, 5, 6-7, 9-14, 16, 17, 18-20, 23** are rejected under the judicially created doctrine of .
obviousness-type double patenting as being unpatentable over claims 2-4, 1, 5-6, 7-12, 14, 13, 15-17, 20
of *Salas*, respectively. Although the conflicting claims are not identical, they are not patentably distinct
from each other because claims 2-4, 5, 6-7, 9-14,16, 17, 18-20, 23 are generic to claims 2-4, 1, 5-6, 7-12,
14, 13, 15-17, 20 of *Salas*, respectively.

Claim Rejections - 35 USC § 103

8.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness
rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as
> set forth in section 102 of this title, if the differences between the subject matter sought to be
> patented and the prior art are such that the subject matter as a whole would have been obvious at
> the time the invention was made to a person having ordinary skill in the art to which said subject
> matter pertains. Patentability shall not be negatived by the manner in which the invention was
> made.

9.   **Claims 1-3, 12, 15-16, 20-23** are rejected under 35 U.S.C. 103(a) as being unpatentable over
either ***Smartsoft*** (Product Sales and Upgrade Sales, http://www.smartsoft.com) or
RealAudio/RealNetworks (RealAudio) (RealAudio Server – Ordering Information,
http://www.realaudio.com).

As per **claims 1, 15, 21, 22**.
Both Smartsoft and RealAudio disclose an ordering system for products through which a user can
request a product (Smartsoft: Product or Product Selection; RealAudio: RealAudio Server-Ordering
Information),
generate a license string (Smartsoft: License String; RealAudio: Ownership Information Settings:
LicenseKey),
and transmit the License string to the user by email. (Smartsoft: Return License by: Email;
RealAudio: Ownership Information Settings: "license ..received by email").

Neither Smartsoft nor RealAudio specifically disclose the license being generated by encoding at least one of (i) information associated with the product; and (ii) information associated with the request.

However it would have been obvious to one ordinarily skilled in the art at the time the invention was made that these would be inherent information that would be required in a license string, so that the string will serve as a unique key for a particular product and a particular user. Such uniqueness would ensure that no one but the authorized user may have access to the product in question, and would also allow the provider to accurately track, maintain, and update the licenses issues to each individual user and product.

As per **claims 2, 12, 16, 20**.

Both Smartsoft and RealAudio disclose all the limitations of claims 1, 15 respectively.

Smartsoft and RealAudio further disclose an ordering and license delivery system on the Internet, i.e. a distributed communications network (see above citations/websites).

As per **claims 3, 23**.

Both Smartsoft and RealAudio disclose all the limitations of claims 1, 22 respectively.

Smartsoft and RealAudio further disclose that payment information maybe received from the requestor (see above citations/websites).

10.   **Claims 5, 6, 13, 14, 17** are rejected under 35 U.S.C. 103(a) as being unpatentable over **RealAudio**.

As per **claims 5, 17**.

RealAudio disclose all the limitations of claims 1 and 15 respectively.

RealAudio further discloses that it uses a cryptographic process to generate the license string (RealAudio: Ownership Information Settings: Encrypted License String)

As per **claim 6**.

RealAudio disclose all the limitations of claims 1 and 5.

RealAudio further discloses that the cryptographic process generates the license string by encoding a character text string (RealAudio: Ownership Information Settings: "new or upgraded license, ...Example).

As per **claim 13:**

RealAudio discloses all the limitations of claim 1.

RealAudio also discloses that it provides a 30-day FREE sample of its RealAudio Server (RealAudio: Try RealAudio Server 3.0; Use It Free for 30 days). The product only functions for a pre-determined period of time if a license string is not entered into the product.

As per **claim 14:**

RealAudio discloses all the limitations of claim 13.

RealAudio further discloses that its servers may be enabled or maintained by purchasing a "new or upgraded license" (Real Audio: Ownership Information Settings). The license string in this instance enables the product to function beyond the pre-determined period of time.

11.   **Claims 1-6, 10-12, 15-23** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Barber**, US Patent No. 5,390,297.

As per **claims 1, 15, 22**.

Barber discloses: receiving a request for a product, (Column 8, lines 20-65);

generating, substantially at the time the request is received, a license string that controls access to the product, see Column 8, line 65 - Column 9, line 1;

transmitting the license string to the requestor, see Column 9, lines 1-2.

Barber does not specifically disclose the license being generated by encoding at least one of (i) information associated with the product; and (ii) information associated with the request.

However it would have been obvious to one ordinarily skilled in the art at the time the invention was made that these would be inherent information that would be required in a license string, so that the string will serve as a unique key for a particular product and a particular user. Such uniqueness would ensure that no one but the authorized user may have access to the product in question, and would also

allow the provider to accurately track, maintain, and update the licenses issues to each individual user and product.

As per **claims 2, 16**.

Barber discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses a distributed network, see Figure 1.

As per **claims 3, 23**.

Barber discloses all the limitations of claims 1 and 22 respectively. *Barber* further discloses the request includes a request and payment information, see Column 8, lines 20-65.

As per **claim 4**.

Barber discloses all the limitations of claim 1.

· *Barber* further discloses verifying payment information, see Column 8, lines 20-65.

As per **claims 5, 17**.

Barber discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses a cryptographic process to generate a license string that controls access to the product, see Column 8, line 48 - Column 10, line 62.

As per **claim 6**.

Barber discloses all the limitations of claim 1.

Barber further discloses the cryptographic process generates the license string by encoding a character text string, see Column 8, line 48 - Column 10, line 62.

As per **claims 10, 18**.

Barber discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses the license string controls access to a single facility, see Column 8, lines 40-41.

As per **claims 11, 19**.

Barber discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses the license string controls access to multiple facilities, see Column 8, lines 20-48.

As per **claims 12, 20**.

Barber discloses all the limitations of claim 1 and 15 respectively. *Barber* discloses a License string which can be returned by over a network, see Column 9, lines 1-2.

As per **claim 21**.

Barber discloses all the limitations of claim 1.

Barber discloses an article of manufacture with the program product on it, see Column 9, lines 31-43.

As per **claim 7** .

Barber discloses all the limitations of claim 1.

Barber further discloses a license string controlling access to the product when supplied by the requestor, see Column 8, line 48 - Column 10, line 62. *Barber* does not specifically disclose generating a license string as an upper case alphanumeric text string, the characters in the text string excluding capital O, capital I, and the numbers 0 and 1.

It is common in the computer arts to minimize as much as possible operator/user error when the operator/user needs to enter data into software applications. Occasionally key or license strings will be broken up into groups of 4-6 characters separated by hyphens for easier reading and transcribing. Similarly, the capital letters O and I are easily confused with the numbers 0 and 1 and may make it more difficult to read and correctly transcribe what typically is a long string of characters. This practice is common enough that there has apparently been no need to document it in the art.

However, the decision to exclude the capital letters O and I and the numerals 0 and 1 in a alphanumeric string serving as a license key is a design choice. The product provider may select any groups of alpha or numeric characters or hexadecimal or binary code or any combination thereof to compose each key license. Thus the claimed exclusion of these characters is an obvious design choice which a person of ordinary skill in the art would have found obvious and applicant has provided no

evidence that would indicate his particular exclusion of these characters gives rise to any new or unexpected result. *In re Dailey*, 357 F.2d 669, 149 USPQ 47 (CCPA 1966).

12.   **Claim 9** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Barber** in view of **He et al**, US Patent No. 6,088,451.

Barber discloses all the limitations of claim 1.

Barber does not specifically disclose generating a license string including validation information.

He et al teaches the use of a checksum, a well known method for data string validation, see Column 10, lines 18-47, for the benefit of protecting information from being accidentally or maliciously changed and ensuring correct communication between user and the network.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made to include the checksum validation taught by *He et al* in the invention of *Barber* for the benefit of protecting information from being accidentally or maliciously changed and ensuring correct communication between user and the network.

13.   **Claims 13, 14** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Barber** in view of **Edwards Jr**, US Patent No. 5,014,234.

As per **claim 13**.

Barber discloses all the limitations of claim 1.

Barber does not specifically disclose the product functions for a predetermined period of time before the license string is entered.

Edwards Jr teaches limited usage for predetermined period of time before the license string is entered, see Column 1, line 25 - Column 2, line 3 for the benefit of providing a "try before you buy" license feature and still allow protection of the software.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made to modify the invention of *Barber* to allow usage for a predetermined period of time before the license string is entered providing a "try before you buy" license feature and still allow protection of the software.

As per **claim 14**.

Barber in view of *Edwards Jr* discloses all the limitations of claim 13.

Barber discloses that the license string enables use of the product, see Column 8, line 20 -
Column 10, line 63.

Barber does not specifically disclose entry of the license string extends the predetermined
time for which the product will function.

Edwards Jr teaches entry of the defuse number extends the usage for predetermined period
of time, see Column 8, lines 16 - 39 for the benefit of allowing continued use of the product and still
allow protection of the software.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made
to modify the invention of *Barber* to allow usage for a predetermined period of time after the license string
is entered for the benefit of allowing continued use of the product and still allow protection of the software.

14.   **Claim 8** is rejected as being unpatentable over ***RealAudio***.

RealAudio discloses all the limitations of claim 5.
RealAudio further discloses that:

a) Their products may be licensed for limited time usage: servers good for 30-day evaluation,
special "Events"(see website, above citations); these licenses are all based on "dates": date of start, date
of expiration.

b) The licenses are also priced based on the number of intended users: RealAudio servers
licensed for 60, 100, 500 concurrent "streams" (see website, above citations); the licenses are thus based
on a "number of users".

c) The licenses enable software on widely varying platforms: UNIX, MS Windows, Macintosh,
others; provide varying modules: RealAudio/Video servers, with or without "RealFlash" (see website,
above citations); each is a different "type" of license.

RealAudio does not specifically disclose that their license strings would carry a "date of creation"
encoding. However it would have been obvious to one of ordinary skill at the time the invention was made
to use such date stamping as a means for encoding limited time usage licenses as disclosed by the
company.

Such a system would meet the limitations of claim 8, generating the license string by encoding:

a date of creation of the license string;

a number of users enabled by the license string; and

a type of license string created.

15.   **Claims 24, 41, 50** are rejected under 35 U.S.C. 103(a) as being unpatentable over *Blackboard* (http://www.blackboard.com) in view of "*Group Vs Enterprise Collaboration: The Emergence of Team-Focused Groupware", IDC* (*IDC*), Sept. 1997, and further in view of *RealAudio*.

Blackboard develops, licenses, and supports enterprise software for online educational programs spanning many disciplines and or projects (see Blackboard, Bringing Education Online, website). These products provide access to information pertaining to at least one project.

IDC discloses the emergence in the early 1990s of many collaborative enterprise "groupware" (from Lotus Development, Novell, ICL, others), products typically licensed to organizations and pertaining to multi-project applications.

RealAudio discloses all the limitations of claims 24, 41, 50 except for the product providing access to information pertaining to at least one project.

Neither of the references specifically disclose the license being generated by encoding at least one of (i) information associated with the product; and (ii) information associated with the request.

However it would have been obvious to one ordinarily skilled in the art at the time the invention was made that these would be inherent information that would be required in a license string, so that the string will serve as a unique key for a particular product and a particular user. Such uniqueness would ensure that no one but the authorized user may have access to the product in question, and would also allow the provider to accurately track, maintain, and update the licenses issues to each individual user and product.

Also, It would have been obvious to one ordinarily skilled in the art at the time the invention was made that the licensing system and method disclosed by RealAudio (as well as the Barber and other references as cited above) would have lent themselves perfectly to the licensing of software products as described by Blackboard and IDC. Since all those products were designed to be used over distributed communications networks, it would make perfect sense to use the same networks to distribute and

license them. Such licensing systems, methods, and items of manufacture would meet the limitations of claims 24, 41, 50.

16.   **Claims 34, 38-40, 45, 47-49** are rejected under 35 U.S.C. 103(a) as being unpatentable over *Blackboard* in view of *IDC* and further in view of *RealAudio*,

> As per **claims 34, 45**.
>
> Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 24 and 41 respectively.
>
> Blackboard and IDC disclose products that provide access to a plurality of projects (see Blackboard website, IDC).

> As per **claims 38, 47**.
>
> Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 24 and 41 respectively.
>
> Blackboard and the products disclosed in IDC all pertain to projects performed in online "environment(s) for knowledge workers who work together" (IDC), i.e. virtual workrooms.

> As per **claims 39, 48**.
>
> Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 38 and 47 respectively.
>
> Blackboard and the products disclosed in IDC all provide tools for "group calendaring, scheduling, information sharing, document management, electronic conferencing, messaging, and workflow management" (IDC), i.e. the virtual workroom provides access to files, data, and discussion information.

> As per **claims 40, 49**.
>
> Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 38 and 47 respectively.
>
> Blackboard and the products disclosed in IDC all are to be used over an intranet or the Internet, i.e. the virtual workroom corresponds to a collection of HTML pages.

It would have been obvious to one ordinarily skilled in the art at the time the invention was made that the systems and methods disclosed by RealAudio (as well as the other references cited above) would have lent themselves perfectly to the licensing of new software products as described by Blackboard and IDC. Since all those products were going to work over distributed communications networks, it would make perfect sense to use the same networks to distribute and license them. Such licensing systems and methods would meet the limitations of the above claims.

17.   **Claims 25-26, 28-29, 31, 35-37, 42-43, 46** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Blackboard** in view of **IDC** and further in view of **RealAudio**.

As per **claims 25, 35, 42, 46**.

Blackboard in view of IDC discloses all the limitations of claims 24 and 41, respectively.

RealAudio teaches that products and licenses may be effectively and securely communicated over a distributed communications network such as a corporate intranet or the Internet (see claims 2, 16 above). Therefore it would have been obvious for one ordinarily skilled in the art to have setup a system and method to distribute and license products providing access to projects wherein

the request is received via a distributed communications network;

the license string is transmitted to the requestor via a distributed communications network;

the input unit is in electrical communication with a network and the input unit receives the request via the network;

the output unit is in electrical communication with a network and the output unit transmits the product and the license string to the requestor via the network.

Such a system would be attractive to purchasers of the products and make full use of the Internet while maintaining security and the proprietary nature of the products licensed.

As per **claim 26**.

Blackboard in view of IDC discloses all the limitations of claim 24.

RealAudio teaches that product and license delivery will occur only after payment has been received from the requestor (see claims 3, 23 above). Therefore it would have been obvious for one ordinarily skilled in the art at the time the invention was made to have utilized the RealAudio online

payment features for any system and method of delivering and licensing project oriented products, for the sake of expediting order processing. Such systems and methods would comprise the limitation wherein

the request includes payment information associated with the requestor

As per **claims 28, 29, 43**.

Blackboard in view of IDC discloses all the limitations of claims 24 and 41, respectively.

RealAudio teaches that a license string formed by encoding a series of text characters in response to a request for product would be a strong, safe means for providing access to the product (see claims 5,6, 17 above). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to use this licensing system and method to deliver project oriented products online, to ensure the security and protection of those products. Such a system and method would comprise:

a cryptographic process forming the license string;

the cryptographic process forming the license string by encoding a character text string;

the license string generator using a cryptographic engine to produce the license string.

As per **claim 31**.

Blackboard in view of IDC discloses all the limitations of claim 28.

RealAudio teaches that license strings should be encoded to be specific to intended use, namely including within the string the date of license creation, number of users, and type of license (see claim 8 above). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to use this license encoding scheme in order to deliver multiple, yet very specific licenses for project oriented software products, thus coming up with a system and method

wherein the cryptographic process forms the license string by encoding:

a date of creation of the license string;

a number of users enabled by the license string; and

a type of license string created.

As per **claims 36, 37**.

Blackboard in view of IDC discloses all the limitations of claim 24.

RealAudio teaches that licenses may be provided with time limits, after which new licenses may be provided to allow users continued access to products beyond the initial time limit (see claims 13, 14 above). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to include this feature in any system and method of licensing project oriented products, so that only new licenses need to be delivered for continued use of the products, instead of having to transmit the products themselves each time. Such a system and method would comprise:

> the product functioning for only a predetermined period of time if the license string is not entered into the product.
>
> the license string enabling the product to function beyond the predetermined period of time.

18.   **Claims 27, 33, 44** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Blackboard** in view of **IDC** and further in view of **Barber**,

> As per **claim 27**.
>
> Blackboard in view of IDC discloses all the limitations of claims 24.
>
> *Barber* further discloses verifying payment information (see claim 4 above).
>
> Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention

was made to have included this feature in a system and method for providing project oriented products so that no fraudulent purchases for said products may be made.

> As per **claims 33, 44**.
>
> Blackboard in view of IDC discloses all the limitations of claims 24 and 41, respectively.
>
> *Barber* discloses generating, substantially at the time the request is received, a license string that controls access to the product, see Column 8, line 65 - Column 9, line 1 (claims 1, 15, 22 above).
>
> Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention

was made to have included this feature in any system and method of licensing project oriented products, so that licenses may be accurately tailored to each product order and thus allow varied customization of the products to the requestors. Such a system and method would comprise

> the license string being formed substantially at the time the request is received.

19.   **Claims 32** is rejected under 35 U.S.C. 103(a) as being unpatentable over ***Blackboard*** in view of ***IDC*** and further in view of ***Barber*** and ***He et al***,

Blackboard in view of IDC discloses all the limitations of claims 24.

Barber in view of He et al. teach the use of a checksum, a well known method for data string validation, see He et al, Column 10, lines 18-47 (claim 9 above), for the benefit of protecting information from being accidentally or maliciously changed and ensuring correct communication between user and the network. Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included this feature in any system and method of licensing project oriented products, for additional security and integrity of the licenses. Such a system and method would comprise

the license string including validation information.

20.   **Claim 30** is rejected under 35 U.S.C. 103(a) as being unpatentable over ***Blackboard*** in view of ***IDC*** and further in view of either ***RealAudio*** or ***Barber***,

Blackboard in view of IDC discloses all the limitations of claim 28.

Both RealAudio and Barber disclose systems and methods for providing licenses to control access to products.

None of the references specifically disclose generating a license string as an upper case alphanumeric text string, the characters in the text string excluding capital O, capital I, and the numbers 0 and 1.

It is common in the computer arts to minimize as much as possible operator/user error when the operator/user needs to enter data into software applications. Occasionally key or license strings will be broken up into groups of 4-6 characters separated by hyphens for easier reading and transcribing. Similarly, the capital letters O and I are easily confused with the numbers 0 and 1 and may make it more difficult to read and correctly transcribe what typically is a long string of characters. This practice is common enough that there has apparently been no need to document it in the art.

However, the decision to exclude the capital letters O and I and the numerals 0 and 1 in a alphanumeric string serving as a license key is a design choice. The product provider may select any groups of alpha or numeric characters or hexadecimal or binary code or any combination thereof to

compose each key license. Thus the claimed exclusion of these characters is an obvious design choice which a person of ordinary skill in the art would have found obvious and applicant has provided no evidence that would indicate his particular exclusion of these characters gives rise to any new or unexpected result. *In re Dailey*, 357 F.2d 669, 149 USPQ 47 (CCPA 1966).

Conclusion

21.   Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

        A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

        Any inquiry concerning this communication or earlier communications from the examiner should be directed to David Q Le whose telephone number is 703-305-4567. The examiner can normally be reached on 8:30am-5:30pm Mo-Fri.

        If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James P Trammell can be reached on 703-305-9768. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

        Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

DQL

JAMES P. TRAMMELL
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600